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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

WFTLV01, LLC, a Nevada limited liability
 company

Plaintiff

v.

SECURITY NATIONAL INSURANCE
 COMPANY, a Delaware corporation.

Defendant.

Case 2:20-cv-01845-JCM-BNW

**STIPULATION AND ORDER
 ALLOWING PLAINTIFF TO EXCEED
 PAGE LIMITATIONS IN ITS
 OPPOSITION TO DEFENDANT’S
 MOTION TO DISMISS (ECF No. 21)
 AND
 FOR AN EXTENSION OF TIME FOR
 DEFENDANT TO FILE REPLY**

[First Request]

The parties have conferred regarding Plaintiff’s Motion for Leave to File An Opposition In Excess of 24-Pages (ECF No. 29). The parties agree that this action raises significant legal issues. Plaintiff maintains that its request for leave is reasonable and based on good cause (*see* ECF No. 29). Based on Plaintiff’s representations to the Court concerning the significant legal issues raised in Defendant’s Motion to Dismiss (ECF No. 21) that affect the insurance coverage

1 issues and Defendant's motion to dismiss all of the claims alleged in Plaintiff's Complaint (ECF
2 No. 1-2), the parties stipulate as follows:

3 Pursuant to LR 7-3(c). LR IA 6-1 and LR 7-1, **IT IS HEREBY STIPULATED** that: (1)
4 Plaintiff may exceed the 24-page limitation by up to 20 pages in its forthcoming opposition to
5 Defendant's Motion To Dismiss (ECF No. 21); and (2) Defendant may have up until January 11,
6 2021 to file its reply. This is the parties' first request regarding Plaintiff's request for leave to
7 exceed the page limitations under LR 7-3, and with regard to the timing of Defendant's reply.
8 The parties agree and respectfully submit that good cause exists for this stipulation based on the
9 following:

10 1. The insurance coverage issues relative to the COVID-19 pandemic and
11 governmental actions have not been addressed by the Ninth Circuit, this Court, or by the Nevada
12 state appellate courts. Accordingly, to assist the Court in its assessment of the salient legal issues
13 and examination of the insurance policies at issue, Plaintiff maintains that it requires excess
14 pages to demonstrate a thorough analysis of the policies, and a comparison of such policies to the
15 policies from other authorities cited by Defendant.

16 2. Plaintiff further maintains that the excess pages are also necessary because
17 Defendant's motion not only raises numerous insurance law issues, but it also seeks to dismiss
18 all eight claims for relief asserted by Plaintiff in its Complaint (ECF No. 1-2): (1) declaratory
19 relief (2) breach of contract; (3) declaratory relief – exclusions; (4) breach of implied covenant of
20 good faith and fair dealing; (5) tortious breach of implied covenant of good faith and fair dealing;
21 (6) misrepresentation; (7) violation of NRS 686A.310; and (8) bad faith insurance. Defendant
22 moves to dismiss all of these claims for relief, which presents additional and distinct issues and
23 analysis, which also warrants an exception to the page-limitation.

24 3. Because Defendant does not oppose Plaintiff's request to exceed the page
25 limitations, and it is anticipated that Plaintiff's response to Defendant's motion to dismiss will
26 exceed the page limitation by up to twenty pages, the parties agree that Defendant may have an
27 extension up to and including January 11, 2021 to file its reply to Plaintiff's opposition. The
28

4847-3079-5732.1

parties also respectfully submit that further good cause for this extension exists due to the intervening Christmas and New Year's holidays.

4. Plaintiff further submits that additional good faith exists for the grounds set forth in its unopposed Motion for Leave (ECF No. 29), which the parties further stipulate here should be granted by operation of this Stipulation.¹

5. This stipulation is made on good faith and for good cause, and not for any purpose to delay.

6. The parties further agree that this stipulation does not operate as any admission or waiver of any claim or defense by Plaintiff or Defendant.

Dated: December 18, 2020

KENNEDY & COUVILLIER, PLLC

LEWIS BRISBOIS BISGAARD & SMITH
LLP

/s/Maximiliano D. Couvillier III, Esq.

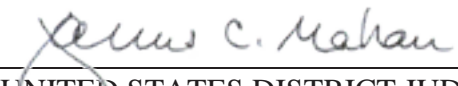
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ORDER

IT IS SO ORDERED.


UNITED STATES DISTRICT JUDGE
Dated: December 21, 2020

¹ Plaintiff also has not opposed Defendant's Motion to Exceed Page Limits (ECF No. 18).